HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2015-2016

PER:
JNL:_____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2016.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Emergency Management				
Professional Services	11 4375 519900 16TRN	-	9,330	9,330
Special Program Materials	11 4375 523100 16TRN	-	4,000	4,000
Office Supplies	11 4375 526000 16TRN		2,000	2,000

which will result in a net increase of $ 15,330 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
				-
Restricted Intergovernmental				-
Emergency Management	11 0050 443750 16TRN	-	15,330	15,330

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the ____ day of _____.

_____
Chairman
Haywood County Board of Commissioners

ATTEST:

_____
Clerk to the Board

Explanation:
To appropriate the Homeland Security Grant funding for
Emergency Management training in Haywood County.

DocuSign Envelope ID: 1DF803B9-B2D5-46CB-AADB-A657C52B72A6

North Carolina Department of Public Safety
Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program "HSGP"
CFDA #: 97.067
Fiscal Year 2015
Grant Award #: EMW-2015-SS-00062-S01

MEMORANDUM OF AGREEMENT (MOA)
Between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient:
Haywood County
Tax ID/EIN #: 56-6000-306A
DUNS#: 070620232

MOA # 1504-25
DPS Fund Code: 1502-7A12- 35H1

MOA Amount: $15,330.00 ✓
MOA Period of Performance to - 9/01/2015 to 8/31/2017 ✓

1. **Purpose.** The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (USDHS) HSGP Grant Program. A copy of the complete federal grant instructions is available at www.fema.gov.

   This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Operations, Equipment Purchases, Trainings and Exercises. For more detailed description of the project approved for MOA# 1504-25. Please see Attachment 1 for detailed Scope of Work.

2. **Program Authorization and Regulations:**
   This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

Projects managed by the Recipient (State) on behalf of Sub Recipient (Only)

By checking this Box I request that the Recipient Retain Funds effective 9/1/2015. Sub-Recipient has agreed to receive grant funds from Recipient. Sub-Recipient: desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of $15,330.00 awarded through the FY 2015 HSGP. Sub-Recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, Equipment Purchases, Trainings and Exercises activities to improve prevention, protection, preparedness, response and recovery. Please see Attachment 1 for detailed Scope of Work.

3. **Compensation**: Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 after award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget and program narrative.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

4. **Funding Eligibility Criteria:** Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

   A. Every participant must:

      i. be established as a State, Local, or Non-Profit agency by appropriate resolution/ ordinance;
      ii. Complete any procurement(s) and expenditures no later than 8/31/2017.
      iii. Provide quarterly progress reports to NCEM Branch or Grants office personnel using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15th.

   B. File Retention: Sub-Recipient is required to maintain records and (invoices) of this grant for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be avaiable for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.

      i. Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:

         1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
         2. Completed appropriate cost report forms with invoices and proof(s) of payment
         3. Audit Findings and Corrective Action Plans
         4. Equipment Inventory records with photo documentation of labeling

   C. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.

   D. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

5. **Conditions:** The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2015 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipent to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipent; and that all agencies involved with this project understand that all federal funds are limited to a 36-month period.

6. **Supplantation:** Sub-recipents are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-Recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

7. **Compliance.** Sub-recipent shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA). Sub-recipent shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions will result in the return of this grant award to North Carolina Emergency Management.

8. **Responsibilities:**
   A. The Recipient shall:

      i. Provide funding to the Sub-Recipent to perform the work activities as described herein.
      ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
      iii. The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 8/31/2017.
      iv. Directly monitor the completion of this project.

   B. The Sub-Recipient shall:

      i. Expend FY 2015 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFOA, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
      ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFOA and the USDHS and Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

C. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.

D. Complete the procurement(s) process not later than 8/31/2017.

E. Provide quarterly progress reports to the Homeland Security Grant Manager, DPR chair, and/or Branch Office by the following dates: 15th January, 15th April, 15th July and 15th October each calander the grant is active. Attachment 2

F. Provide a list at project completion phase to the Homeland Security Grant Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.

G. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HSGP NOFOA and Grant Award and Special Conditions documents.

H. Maintain a grant management filing system as required in this MOA and Attachment 3.

I. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that "effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/portal/public/SAM/ and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that contractors or sub- Recipients have not been suspended or debarred from doing business with the federal government".

J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsilibities.

K. Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

L. All materials publicizing or resulting from award activities shall contain this acknowledgement: ***"This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and Department of Public Safety, North Carolina Emergency Management."*** Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words ***"Funded by U.S. Department of Homeland Security.***

M. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA. Sub-Recipient shall prominently mark any equipment purchased with grant funding as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

N. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.

O. Sub-Recipient shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.

i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. The Sub-Recipient must provide quarterly updates until all funds are expended.

ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than $5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 C.F.R. Part 200. Items with a current per unit standard federal or fair market value in excess of $5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.

v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit www.fema.gov.

P. No indirect or administrative costs will be charged to this allocation award.

Sub-Recipients must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

i. Any equipment purchased under the Homeland Security Grant is subject to use as a regional asset to be utilized by the US DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

R. Each Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or http://fedgov.dnb.com/webform.

S. System for Award Management (SAM) registration is required for all applicants. Each Sub-Recipient shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

T. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

U. HSGP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-receipeint instructions document provided by NCEM.

9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available.

A. All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDHS, FEMA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds

cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2015 HSGP NOFOA, available at: www.fema.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. **Taxes:** Sub-Recipient shall be considered to be an independent Sub- Recipient and as such shall be responsible for all taxes.

11. **Warranty.** As an independent sub-recipient, the Sub-Recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. **Audit Requirements**: For all homeland security grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

13. **State Property.** Sub-Recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-Recipient unles noted in section 2 of the MOA.

14. **Points of Contact**. To provide consistent and effective communication between Sub-Recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security and the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-Recipient . All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.

15. **Public Records Access:** While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. **Subcontracting:** If Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-Recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFOA referenced herein.

17. **Situs:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.

19. **Other Provisions/Severability**: Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

20. **Compliance with the law:** Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2015 HSGP NOFOA.

21. **Entire Agreement:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. **Modification**. This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.

23. **Termination**. The terms of this agreement, as modified with the consent of all parties, will remain in effect until 2/28/2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the FY2015 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

24. **Budget and Scope of Work:**

SUB-RECIPIENT shall implement the HSGP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

Project Costs:	
Federal Share:	$ 15,330.00
State Share:	$ 0.00
Local Share:	$ 0.00
TOTAL:	$ 15,330.00

B. Scope of Work Summary
Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance
SUB-RECIPIENT must also provide a semi-annual summary (progress report); no later than **July 15th** to the HSGP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable)

i. Quarterly project progress reports.
ii. Sub-Recipient involved legal action that pertains to Planning Training Exercise and Equipment purchased with HSGP ;
iii. After action report from exercise;
iv. Training course roster and description
v. Any other documentation that would be pertinent.
vi. Any invoices detailing the expenses associated with the project

25. **Lobbying Prohibition:** The Sub-Recipient certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. In any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☐ **Sub- Recipient agrees to comply with above requirements**

26. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as my be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance: In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

☐ **Sub- Recipient agrees to comply with above requirements**

27. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** Sub-Recipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives federal financial assistance from the USDHS, and HEREBY GIVES

ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-Recipient hereby gives the following specific assurance with respect to the project:

A. That the Sub-Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. That the Sub-Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
   i. The Sub-Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. That the Sub-Recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.

D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.

E. The Sub-Recipient shall provide for such methods of administration for the program as are found by the Secretary of USDHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDHS and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

☐ **Sub- Recipient agrees to comply with above requirements**

28. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient executed in expending these grant funds.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, ,and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.
The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient.
The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

☐ **Sub- Recipient agrees to comply with above requirements:**

29. <u>Assurance of Compliance with Privacy Act:</u> The Sub-Recipient agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDHS function.

B. To notify USDHS when the Sub-Recipient or any of its third-party contractors, subcontractors,, sub recipients, or their employees anticipate a system of records on behalf of USDHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of Subsections a through c in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDHS.

☐ **Sub- Recipient agrees to comply with above requirements**

30. **Certification Regarding Drug-Free Workplace Requirements (Sub Recipients Other Than Individuals):** This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F.* The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, *(See 44 CFR Part 2)*

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub- Recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Sub-recipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The Sub- Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

☐ **Sub- Recipient agrees to comply with above requirements:**

31. **Execution and Effective Date:** This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective 09/01/2015. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

32. **Term of this Agreement:** This agreement shall be in effect from 9/01/2015 to 8/31/2017.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 9/1/2015.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

HAYWOOD COUNTY
215 NORTH MAIN STREET
WAYNESVILLE NC 28786

DocuSigned by:
BY: Michael A. Sprayberry
B2F8BE514D40445...
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

DocuSigned by:
BY: Greg Shuping
5A8C59FDC0543E...

APPROVED AS TO PROCEDURES:

DocuSigned by:
BY: James Cherokee
JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

DocuSigned by:
BY: William Polk
2891B1CC4724404...
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF PUBLIC SAFETY, BY WILLIAM POLK, DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE PURPOSES OF THE US DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS

DocuSigned by:
BY: Frank L. Perry
521C931EBE454C3...
FRANK L. PERRY, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2015 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

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Attachment 1

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Exercise Request

*Submitted By	Haywood County
*Exercise Name	NC IMT Exercise
Location	Lake Junaluska
Sponsoring Agency	Haywood County EM
Military Installation	

For Official Use Only

MOA #			
Status	Approved	Status Date	09/03/2015

*Scenario (check all that apply)

☐ Chemical Release or Threat	☐ Nuclear Release or Threat
☐ Cyber	☑ Natural Disaster
☐ Radiological Release or Threat	☐ Explosive Detonation or Threat
☐ Agriculture	☐ Active Shooter

Other Scenario

*Type (check all that apply)

☐ Drill	☑ Full-Scale Exercise (FSE)	☐ Functional Exercise (FE)	☐ Game
☐ Planning Conference	☐ Seminar	☐ Tabletop Exercise (TTX)	☐ Workshop

*Focus (check all that apply)

☐ Prevention	☐ Protection	☐ Mitigation	☑ Response
☐ Recovery			

Other Focus

*Scope (check all that apply)

☐ Local Only	☐ Regional (within State)	☐ Private/Corporation	☐ Multi-State
☐ VOAD (Red Cross, etc.)	☑ Local/State	☐ National Level Exercise	☐ Multi-Local
☐ Federal/State/Local			

Other Scope

Exercise Sponsor Point of Contact Information

Organization	Haywood County Emergency Management		
County Manager	Ira Dove		
County Tax ID	56-6001524		
Contact Name	Greg Shuping		
Address	215 North Main Street		
City/State/Zip	Waynesville, NC 28786	Phone	828-356-2701
Email			

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gshpuing@haywoodnc.net

***Major Participating Agencies/Organizations**

☑ County EM	☑ County Fire	☑ County Health	☑ County Rescue Squad	☑ County SAR
☑ Local Law Enforcement	☑ State Agencies			

Other:

Local and State IMT members

Schedule

Provide Final Proposal to NCEM	11/02/2015
Prepare Exercise Plan	12/01/2015
Mail Notice of Exercise	01/01/2016
Conduct Exercise between	02/22/2016
and	02/25/2016
Complete Action Report	03/15/2016

Brief Exercise Overview:

Haywood County will host a State IMT exercise in conjunction with the Incident Management Academy February 22-25, 2016. The full scale IMT exercise will last approximately 3 days and will focus on an emergency IMT response to a mountain flash flooding scenario. The exercise intends to run 2 or more identical type 3 IMT's for the 3 day scenario. We are expecting each team to have approximately 12 members, including the command/general staff positions. Controllers and Evaluator are needed within each IMT to properly control the exercise and evaluate by way of PTB signatures. The deliverables for this exercise shall be a completed and properly evaluated Incident Action Plan for each operational period. Criteria for participation in the exercise includes IMT members and perspective members that have already been issued a PTB from NC-IMT by the beginning of the exercise.

***Estimated Budget**

	Description	Cost
1	3 Exercise Controllers ($45 x 24 hours) professional	3330.00
2	6 Exercise PTB Evaluators ($45 x 24 hours) professional	6000.00
3	Printing/Binding/Laminates/Office Supplies etc approx. $	2000.00
4	Meals and Motels for Exercise Staff x 4 days Special program	4000.00
5		
	TOTAL	$15,330.00

Attached Documents

Document: Browse...

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Description		
Select	Description	Document

Addtional Notes

This exercise is being requested in partner ship with the Incident Management Academy committee, which includes State EM, the Community College and Haywood County EM.
CORE CAPABILITIIES
? Prevention- Our IMT Academy addresses Intelligence and Information Sharing as it prepares unified teams to develop preventative plans.
? Protection- Planning to protect critical infrastructure will occur as part of the IMT planning process as they move through a given scenario.
? Mitigation- Threat and Hazard Identification drives the issues, which creates objectives that lead to the development of an Incident Action Plan.
? Response- IMT participants will practice all aspects of response listed within the CORE capabilities.
Capability Gaps
? Our State-wide IMT program has worked through the process of training many IMT members. The gap filled is by way of carefully crafted exercises designed to challenge the skills and team work of the IMT?s to work together to accomplish an Incident Action Plan.
MOA Signatory Agent
? Ira Dove, County Manager 215 North Main St. Waynesville, NC 28786

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Attachment 2

DocuSign Envelope ID: 1DF803B9-B2D5-46CB-AADB-A657C52B72A6

QUARTERLY PROGRESS REPORT

Subgrantee: County

FY15 HSGP – MOA #

Quarter (list dates):

Grant Award: $

Funds Expended Prior Quarters:

Funds Expended this Quarter:

Activities	Metric	Current Status
1.	(ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

Quarterly Progress Reports are due:
January 15
April 15
July 15
October 15

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Attachment 3

Required Sub-Grantee File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices and proof(s) of payment